

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 18

DATE

TO LEASE NO.
GS-09B-02196

ADDRESS OF PREMISES

Phoenix Building
21711 North 7th Street
Phoenix, AZ 85024

THIS AGREEMENT, made and entered into this date by and between:

700 DEER VALLEY RD, LLC

Whose address is 50 S 10TH STREET STE 300
MINNEAPOLIS, MN 55403-2012

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective on the day the Government signs **Supplement Lease Agreement Number 18** as follows:

Supplemental Lease Agreement Number 18 is hereby issued to reflect a change in the credit language as identified in SLA #2 Paragraph #30.

Paragraph Number 30 is hereby replacing the existing language in SLA #2 and added to the lease contract as follows:

30. Commission and Commission Credit: The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] for lease years 1-5, [REDACTED] for lease years 6-10 and [REDACTED] for lease years 11-20 for the firm term value of this lease. The total amount of the lease term commission is [REDACTED]. The Lessor also agrees that the commission due to Broker from Optionor per the "Assignable Purchase Option" dated November 25, 2008 will be credited to the Lessor at the closing of the purchase and sale of the land and added to the Broker commission and Commission Credit accordingly to Contract GS-00P-05-BQD-0003 between Broker and GSA. The total amount of the land commission is [REDACTED]. The total commission from the lease and the land sale is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forgo 30% of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached and forming a part of this Lease.

Notwithstanding Paragraph 3 of the Standard Form 2, the monthly rental payment shall be reduced to fully recapture this Commission Credit as follows:

First Month's Rental Payment \$643,743.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$643,743.63 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Months Rent

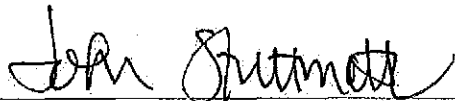
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All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR 700 Deer Valley Road, LLC

BY

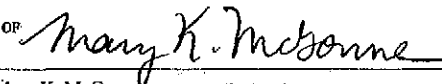


(Signature)

John Strittmatter, Vice President

(Title)

IN PRESENCE OF



Mary K. McGowne

(Signature)

3900 East Camelback Road, Suite 100, Phoenix, AZ 85018

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY

DEBORAH D. ORKOWSKI

(Signature)

Contracting Officer

(Official Title)